

ROUTING AND TRANSMITTAL SLIP		Date
TO: (Name, office symbol, room number, building, Agency/Post)		Initials Date
1. <i>FO/ADA</i>		<i>[Signature]</i> 14 JUN 1983
2.		
3.		
4.		
5. <i>Registry</i>		
Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

5 I see,  
 Pls hand carry - this  
 has a very short deadline.  
 Shs.  
 B

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
	Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)  
 Prescribed by GSA  
 FPMR (41 CFR) 101-11.206

## ROUTING AND RECORD SHEET

SUBJECT: (Optional)

Prepublication and Nondisclosure Agreements Required Under NSDD-84

STAT	FROM:	EXTENSION	NO.
	EO/DDA 7D-18 Hqs.	6535	DDA 83-0235/9 14 June 1983
	TO: (Officer designation, room number, and building)	DATE	OFFICER'S INITIALS
		RECEIVED	FORWARDED
STAT	1. D/Security Attn: [redacted] 4E-60 Hqs.		
STAT	2.		
STAT	3. OGC Attn: [redacted] 7C-36 Hqs.		
STAT	4.		
	5. Chairman, SECOM 7B-31 Hqs.		
	6.		
	7. D/OIS Attn: RMD/RSB 1236 Ames		
	8.		
	9.		
	10.		
	11.		
	12.		
	13.		
	14.		
	15.		

COMMENTS: (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1, 3, and 5: Please provide your comments, after reviewing the attached, to OIS/RMD/RSB [redacted] 1236 Ames Bldg., extension [redacted]

Distribution:  
0 - OIS/w/att  
1 - Ea Addl adse w/att  
1 - DDA Subj. w/att  
EO/DDA/ba (14 Jun 83)

DDA/REGISTRY  
FILE: 70-4-0235

DEPARTMENT OF THE TREASURY  
OFFICE OF THE GENERAL COUNSEL  
WASHINGTON, D.C. 20220

JUN 10 1983

MEMORANDUM FOR THE HONORABLE ROBERT M. KIMMITT  
Executive Secretary (National Security Council)

DD/A Registry

83-0235/9

FROM: Jordan Luke  
Assistant General Counsel  
(Enforcement & Operations)SUBJECT: Prepublication and Nondisclosure Agreements Required  
Under NSDD-84

This is in response to Steven Garfinkel's (Director, Information Security Oversight Office) letter to Cora P. Beebe (Assistant Secretary, Administration) (May 26, 1983) requesting Treasury's comments on the "most recent drafts of the three forms designed to implement the nondisclosure provisions of National Security Decision Directive 84 . . . ." Summarized below are our comments with respect to each of the three forms:

1. Sensitive Compartmented Information Nondisclosure Agreement

The only comment we have with respect to this form is to note that the proposed substitution for Paragraph 5 of the proposed SCI nondisclosure agreement included in Mr. Garfinkel's letter to Ms. Beebe (June 2, 1983), may unduly restrict the information that an agency can delete from a proposed publication. Specifically, as now phrased, Paragraph 5(a) would require the individual to submit for prepublication review only classified "intelligence reports or estimates." The May 26, 1983 draft form would have required the individual to submit any "classified information." Since "classified information" encompasses "classified intelligence reports or estimates," we do not believe this restriction is warranted. Furthermore, NSDD-84 mandates deletion of "SCI and other classified information." We recommend that the language in Paragraph 5(a) in the May 26, 1983 version of this form be retained with a parenthetical that it includes "classified intelligence reports or estimates."

2. Classified Information Nondisclosure Agreement

Our primary concern with the proposed nondisclosure agreement is that the assignment of interests clause (Paragraph 5) affords persons without authorized access to SCI no opportunity to have their proposed publications reviewed to assure that non-SCI classified information has been deleted. While we agree that no one should be allowed to profit from the unauthorized disclosure of classified information, we also believe that persons who may wish to publish materials should have the same opportunity as persons with access to SCI to have their materials reviewed to assure that classified information has been deleted. We see no reason why a "publish at your peril" limitation should apply to persons with access to classified information but not to persons with access to SCI. Therefore, we suggest that Paragraph 5 be revised to apprise signators that they may submit proposed

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publications for review in order to assure that classified material has been deleted.

### 3. Prepublication Review Agreement

Insofar as the proposed prepublication review agreement purports to cover persons without access to SCI, the proposed agreement is clearly ultra vires National Security Decision Directive No. 84. Since NSDD-84 covers prepublication review for persons with authorized access to SCI only, we do not believe consideration of this form is appropriate in the context of approving forms required under that directive. Therefore, we recommend that this form be deleted from those that are submitted to the Department of Justice pursuant to NSDD-84.

Finally, we note that under NSDD-84 the only requirement is that the forms each agency adopts be reviewed by the Department of Justice to assure that they are enforceable in a civil action. Therefore, we reserve the right to adopt a different form (approved by Justice) if the ISOO form(s) is not suitable to Treasury's particularized needs.

cc: See attached list

-3-

Honorable Cora P. Beebe  
Assistant Secretary (Administration)  
Department of the Treasury

General Richard G. Stilwell, USA (Ret.)  
Deputy Under Secretary of Defense for Policy  
The Pentagon, Room 2E812  
Washington, DC 20301

Honorable John R. Burke  
Deputy Assistant Secretary  
for Classification/Declassification (A/CDC)  
Department of State, Room 2811  
Washington, DC 20520

Mr. Harry E. Fitzwater  
Deputy Director for Administration  
Central Intelligence Agency  
Washington, DC 20505

Honorable Kevin D. Rooney  
Assistant Attorney General for Administration  
Department of Justice  
Constitution Avenue and Tenth Street, NW  
Washington, DC 20530

Mr. Robert T. Duff  
Director, Office of Classification  
Department of Energy  
Washington, DC 20545

Mr. Kenneth E. deGraffenreid  
Staff Member  
National Security Council  
Old Executive Office Building  
Washington, DC 20506

Ms. Brenda Reger  
National Security Council  
Old Executive Office Building  
Washington, DC 20506

Richard Willard, Esq.  
Deputy Assistant Attorney General  
Civil Division  
Department of Justice  
Washington, DC 20530

Mr. Steven Garfinkel  
Director, Information Security  
Oversight Office  
General Services Administration - Z  
18th and F Streets, NW (Rm. 6046)  
Washington, DC 20405



May 26, 1983

Honorable Cora P. Beebe  
Assistant Secretary (Administration)  
Department of the Treasury  
15th and Pennsylvania Avenue, NW  
Washington, DC 20220

Dear Ms. Beebe:

I enclose for your review copies of the most recent drafts of the three forms designed to implement the nondisclosure provisions of National Security Decision Directive 84, "Safeguarding National Security Information." These drafts reflect the product of the working group meeting on May 19, 1983.

At that meeting I announced that the member agencies of the working group would be given an opportunity to address policy issues reflected in the draft forms to the staff of the National Security Council before I submitted the final drafts to the Department of Justice for an enforceability review.

~~Subsequent to the meeting, it was decided that any comments that should be addressed to the National Security Council should be addressed to Mr. Kimmitt, Executive Secretary, National Security Council, Washington, DC 20503. Copies of your comments should be addressed simultaneously to the officials listed in the attachment to this letter, so that these agencies may have an opportunity to respond to the issues you have raised. These subsequent responses should be addressed to Mr. Kimmitt no later than June 13, 1983.~~

Please address your questions to Ethel Theis or me at 535-7251.

Sincerely,

STEVEN GARFINKEL  
Director

Enclosures

Honorable ~~John R. Burke~~  
Assistant Secretary (Administration)  
Department of the Treasury  
15th and Pennsylvania Avenue, NW  
Washington, DC 20220

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Department of Justice  
Washington, DC 20530

Mr. Steven Garfinkel  
Director, Information Security  
Oversight Office  
General Services Administration - Z  
18th and F Streets, NW (Rm. 6046)  
Washington, DC 20405

**DRAFT**  
MAY 26 1983

## SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between \_\_\_\_\_ and the United States  
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations  
2 contained in this Agreement in consideration of my being granted  
3 access to information protected within Special Access Programs,  
4 hereinafter referred to as Sensitive Compartmented Information  
5 (SCI). I have been advised that SCI involves or derives from  
6 intelligence sources or methods and is classified or classifiable  
7 under the standards of Executive Order 12356 or other Executive  
8 order or statute. I understand and accept that by being granted  
9 access to SCI, special confidence and trust shall be placed in me by  
10 the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination  
2 concerning the nature and protection of SCI, including the procedures  
3 to be followed in ascertaining whether other persons to whom I  
4 contemplate disclosing this information have been approved for  
5 access to it, and I understand these procedures. I understand that  
6 I may be required to sign subsequent agreements upon being granted  
7 access to different categories of SCI. I further understand that  
8 all my obligations under this Agreement continue to exist whether or  
9 not I am required to sign such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,  
2 unauthorized retention, or negligent handling of SCI by me could  
3 cause irreparable injury to the United States or be used to advantage  
4 by a foreign nation. I hereby agree that I will never divulge such  
5 information unless I have officially verified that the recipient  
6 has been properly authorized by the United States Government to  
7 receive it or ~~I have been given prior written authorization from~~  
8 ~~the United States Government Department or Agency (hereinafter~~  
9 ~~Department or Agency) that has granted me either a security clearance~~  
10 ~~or an SCI approval that such disclosure is permitted.~~

1 4. I further understand that I am obligated by law and regulation  
2 not to disclose any classified information in an unauthorized fashion.  
3 As used in this Agreement, classified information is information  
4 that is classified under the standards of E.O. 12356, or any other  
5 Executive order or statute that prohibits the unauthorized disclosure  
6 of information in the interest of national security.

1 5. In consideration of being granted access to SCI and of being  
2 assigned or retained in a position of special confidence and trust  
3 requiring access to SCI and other classified information, I hereby  
4 ~~agree to submit for security review by the Department or Agency~~  
5 ~~and to be granted either a security clearance or an SCI access~~  
6 ~~approval.~~, including works of fiction, that I contemplate  
7 disclosing to any person not authorized to have such information,



MAY 26 1983

8 or that I have prepared for public disclosure, ~~which contain or~~  
9 ~~purport to contain~~

10 (a) ~~any SCI or other classified information; or~~  
11 (b) ~~any discussion of intelligence data, activities, sources~~  
12 ~~or methods to which I had access in the course of my~~  
13 ~~employment, contract or other relationship with the~~  
14 ~~United States Government.~~

15 I understand and agree that my obligation to submit such information  
16 and materials for review applies during the course of my access to  
17 SCI and ~~at all times thereafter~~, and I agree to make any required  
18 submissions prior to discussing the information with, or showing  
19 it to anyone who is not authorized to have access to such information.  
20 I further agree that I will not disclose such materials or information  
21 unless I have officially verified that the recipient has been properly  
22 authorized by the United States Government to receive it or I have  
23 been given written authorization from the Department or Agency that  
24 last granted me either a security clearance or an SCI access approval  
25 that such disclosure is permitted.

1 6. I understand that the purpose of the review described in paragraph 5  
2 is to give the United States a reasonable opportunity to determine  
3 whether the information or materials submitted pursuant to paragraph 5  
4 set forth any SCI or other information that is subject to classification  
5 under E.O. 12356 or other Executive order or statute that prohibits  
6 the unauthorized disclosure of information in the interest of national  
7 security. ~~I further understand that the Department or Agency to~~  
8 ~~which I have submitted materials will not upon their coordinating~~  
9 ~~with the Intelligence Community or other agencies the appropriate~~  
10 ~~and substantively respond to me within 30 working days from date of~~  
11 ~~receipt.~~

1 7. I have been advised that any breach of this Agreement may result  
2 in the termination of any security clearances and SCI access approvals  
3 that I may hold; removal from any position of special confidence  
4 and trust requiring such clearances or access approvals; as well  
5 as the termination of my employment or other relationships with  
6 the Departments or Agencies that granted my security clearances or  
7 SCI access approvals. In addition, I have been advised that any  
8 unauthorized disclosure of SCI or other classified information by me  
9 may constitute violations of United States criminal laws, including  
10 the provisions of Sections 793, 794, 798, and 952, Title 18, United  
11 States Code, and of Section 783(b), Title 50, United States Code, and  
12 the provisions of the Intelligence Identities Protection Act of 1982.  
13 Nothing in this Agreement constitutes a waiver by the United States  
14 of the right to prosecute me for any statutory violation.

1 8. In addition, ~~I hereby assign to the United States Government~~  
2 ~~all rights, titles and interests, and all royalties, remunerations,~~  
3 ~~and proceeds that have resulted, will result, or may result~~  
4 ~~from any disclosure, publication, or revelation not consistent~~  
5 ~~with the terms of this Agreement.~~

MAY 26 1983

1 9. I understand that the United States Government may seek any  
2 remedy available to it to enforce this Agreement including, but not  
3 limited to, application for a court order prohibiting disclosure of  
4 information in breach of this Agreement. I have been advised that the  
5 action can be brought against me in any of the several appropriate  
6 United States District Courts where the United States Government may  
7 elect to file the action. Court costs and reasonable attorneys fees  
8 incurred by the United States Government may be assessed against me  
9 if I lose such action.

1 10. I understand that all information to which I may obtain access  
2 by signing this Agreement is now and will forever remain the property  
3 of the United States Government. I do not now, nor will I ever,  
4 possess any right, interest, title, or claim whatsoever to such  
5 information. I agree that I shall return all materials which may  
6 have come into my possession or for which I am responsible because  
7 of such access, upon demand by an authorized representative of the  
8 United States Government or upon the conclusion of my employment or  
9 other relationship with the United States Government Department or  
10 Agency that last granted me either a security clearance or an SCI  
11 access approval. If I do not return such materials upon request, I  
12 understand that this may be a violation of Section 793, Title 18,  
13 United States Code, a United States criminal law.

1 11. Unless and until I am released in writing by an authorized  
2 representative of the Department or Agency that last granted me  
3 either a security clearance or an SCI access approval, I understand  
4 that all conditions and obligations imposed upon me by this Agreement  
5 apply during the time I am granted access to SCI and at all times  
6 thereafter.

1 12. Each provision of this Agreement is severable. If a court should  
2 find any provision of this Agreement to be unenforceable, all other  
3 provisions of this Agreement shall remain in full force and effect.

1 13. I have read this Agreement carefully and my questions, if any,  
2 have been answered to my satisfaction. I acknowledge that the  
3 briefing officer has made available Sections 793, 794, 798, and 952  
4 of Title 18, United States Code, Section 783(b) of Title 50, United  
5 States Code, the Intelligence Identities Protection Act of 1982, and  
6 Executive Order 12356 so that I may read them at this time, if I so  
7 choose.

1 14. I make this Agreement without any mental reservation or purpose  
2 of evasion.

---

SIGNATURE

---

DATE

---

SOCIAL SECURITY NUMBER  
(SEE NOTICE BELOW)

---

ORGANIZATION

JUN 26 1983

1 The execution of this Agreement was witnessed by the undersigned,  
2 who accepted it on behalf of the United States Government as a prior  
3 condition of access to classified information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal  
2 agencies inform individuals, at the time information is solicited  
3 from them, whether the disclosure is mandatory or voluntary, by what  
4 authority such information is solicited, and what uses will be made  
5 of the information. You are hereby advised that authority for  
6 soliciting your Social Security Account Number (SSN) is Executive  
7 Order 9397. Your SSN will be used to identify you precisely when it  
8 is necessary to 1) certify that you have access to the information  
9 indicated above or 2) determine that your access to the information  
10 indicated has terminated. Although disclosure of your SSN is not  
11 mandatory, your failure to do so may impede the processing of such  
12 certifications or determinations.

DRAFT  
MAY 26 1983

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between \_\_\_\_\_ and the United States  
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations  
2 contained in this Agreement ~~in consideration of my being granted~~  
3 ~~access to classified information.~~ As used in this Agreement, classified  
4 information is information that is classified or classifiable under  
5 the standards of Executive Order 12356, or any other Executive order  
6 or statute that prohibits the unauthorized disclosure of information  
7 in the interest of national security. I understand and accept that  
8 by being granted access to classified information, special confidence  
9 and trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination  
2 concerning the nature and protection of classified information,  
3 including the procedures to be followed in ascertaining whether  
4 other persons to whom I contemplate disclosing this information have  
5 been approved for access to it, and I understand these procedures.

1 3. I have been advised that direct or indirect unauthorized disclosure,  
2 unauthorized retention, or negligent handling of classified information  
3 by me could cause irreparable injury to the United States or be used  
4 to advantage by a foreign nation. I hereby agree that I will ~~not~~  
5 ~~disclose~~ such information unless I have officially verified that  
6 the recipient has been properly authorized by the United States  
7 Government to receive it or I have been given prior written authorization  
8 from the United States Government Department or Agency (hereinafter  
9 Department or Agency) that last granted me a security clearance  
10 that such disclosure is permitted. I further understand that I am  
11 obligated by law and regulation not to disclose any classified  
12 information in an unauthorized fashion.

1 4. I have been advised that any breach of this Agreement may result  
2 in the termination of any security clearances I may hold; removal  
3 from any position of special confidence and trust requiring such  
4 clearances; as well as the termination of my employment or other  
5 relationships with the Departments or Agencies that granted my security  
6 clearances. In addition, I have been advised that any unauthorized  
7 disclosure of classified information by me may constitute violations  
8 of United States criminal laws, including the provisions of Sections 793,  
9 794, 798, and 952, Title 18, United States Code, Section 783(b),  
10 Title 50, United States Code, and the provisions of the Intelligence  
11 Identities Protection Act of 1982. Nothing in this Agreement constitutes  
12 a waiver by the United States of the right to prosecute me for any  
13 statutory violation.

1 5. In addition, ~~I hereby assign to the United States Government any~~  
2 ~~rights, title and interest, and all royalties, remunerations, and~~  
3 ~~emoluments that have resulted, will result, or may result from any~~  
4 ~~disclosure, publication, or revelation not consistent with the~~  
5 ~~terms of this Agreement.~~

MAY 26 1983

1 6. I understand that the United States Government may seek any  
2 remedy available to it to enforce this Agreement including, but  
3 not limited to, application for a court order prohibiting disclosure  
4 of information in breach of this Agreement. I have been advised  
5 that the action can be brought against me ~~in any of the several~~  
6 ~~appropriate United States District Courts where the United States~~  
7 ~~Government may elect to file the action.~~ Court costs and reasonable  
8 attorneys fees incurred by the United States Government may be  
9 assessed against me if I lose such action.

1 7. I understand that all information to which I may obtain access  
2 by signing this Agreement is now and will forever remain the property  
3 of the United States Government. I do not now, nor will I ever,  
4 possess any right, interest, title, or claim whatsoever to such  
5 information. I agree that I shall return all materials, which may  
6 have come into my possession or for which I am responsible because  
7 of such access, upon demand by an authorized representative of the  
8 United States Government or upon the conclusion of my employment or  
9 other relationship with the United States Government Department or  
10 Agency that last granted me a security clearance. If I do not return  
11 such materials upon request, I understand that this may be a violation  
12 of Section 793, Title 18, United States Code, a United States  
13 criminal law.

1 8. Unless and until I am released in writing by an authorized  
2 representative of the Department or Agency that last granted me  
3 a security clearance, I understand that all conditions and obligations  
4 imposed upon me by this Agreement apply during the time I am granted  
5 access to classified information, and at all times thereafter.

1 9. Each provision of this Agreement is severable. If a court  
2 should find any provision of this Agreement to be unenforceable, all  
3 other provisions of this Agreement shall remain in full force and  
4 effect.

1 10. I have read this Agreement carefully and my questions, if  
2 any, have been answered to my satisfaction. I acknowledge that  
3 the briefing officer has made available Sections 793, 794, 798, and  
4 952 of Title 18, United States Code, Section 783(b) of Title 50,  
5 United States Code, the Intelligence Identities Protection Act  
6 of 1982, and Executive Order 12356, so that I may read them at this  
7 time, if I so choose.

1 11. I make this Agreement without any mental reservation or purpose  
2 of evasion.

---

SIGNATURE

---

DATE

---

SOCIAL SECURITY NUMBER  
(SEE NOTICE BELOW)

---

ORGANIZATION

DRAFT  
MAY 26 1983

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a
- 3 prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
ORGANIZATION

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by
- 4 what authority such information is solicited, and what uses will
- 5 be made of the information. You are hereby advised that authority
- 6 for soliciting your Social Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when
- 8 it is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.

MAY 26 1983

## PREPUBLICATION REVIEW AGREEMENT

An Agreement Between \_\_\_\_\_ and the United States  
(Name - Printed or Typed)

1 1. In consideration of being granted ~~access to classified information~~  
2 and of being assigned or retained in a position of special confidence  
3 and trust requiring access to classified information, I hereby agree  
4 ~~to submit for security review by the Department or Agency that last~~  
5 ~~granted me security clearance all information or materials,~~  
6 ~~including works of fiction, that I contemplate disclosing to any~~  
7 ~~person not authorized to have such information, or that I have~~  
8 prepared for public disclosure, which contain or purport to contain  
9 any classified information. I understand and agree that my obligation  
10 to submit such information and materials for review applies during  
11 the course of my access to classified information and at all times  
12 thereafter, and I agree to make any required submissions prior to  
13 discussing the information with, or showing it to anyone who is not  
14 authorized to have access to such information. I further agree that  
15 I will not disclose such information unless I have officially verified  
16 that the recipient has been properly authorized by the United States  
17 Government to receive it or I have been given written authorization  
18 from the Department or Agency that last granted me a security  
19 clearance that such disclosure is permitted.

1 2. I understand that the purpose of the review described in paragraph 1  
2 is to give the United States a reasonable opportunity to determine  
3 whether the information or materials submitted pursuant to paragraph 1  
4 set forth any classified information. I further understand that the  
5 Department or Agency to which I have submitted materials will act  
6 upon them, coordinating with other Departments or Agencies as  
7 appropriate, and substantively respond to me within 30 working days  
8 from date of receipt.

1 3. I make this Agreement without any mental reservation or purpose  
2 of evasion.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
SOCIAL SECURITY NUMBER  
(SEE NOTICE BELOW)\_\_\_\_\_  
ORGANIZATION

1 The execution of this Agreement was witnessed by the undersigned,  
2 who accepted it on behalf of the United States Government as a  
3 prior condition of access to classified information.

"RAF"  
MAY 26 1983

WITNESS and ACCEPTANCE:

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
ORGANIZATION

1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that Federal agencies  
2 inform individuals, at the time information is solicited from them,  
3 whether the disclosure is mandatory or voluntary, by what authority  
4 such information is solicited, and what uses will be made of the  
5 information. You are hereby advised that authority for soliciting  
6 your Social Security Account Number (SSN) is Executive Order 9397.  
7 Your SSN will be used to identify you precisely when it is necessary  
8 to 1) certify that you have access to the information indicated  
9 above or 2) determine that your access to the information indicated  
10 has terminated. Although disclosure of your SSN is not mandatory,  
11 your failure to do so may impede the processing of such certifications  
12 or determinations.